

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

1700 K STREET
SACRAMENTO, CA 95811-4037
TDD (916) 445-1942

**REQUEST FOR PROPOSAL****ADP RFP 10 - 06**

You are invited to review and respond to this Request for Proposal (RFP), Problem Gambling Technical Assistance and Training to gambling industry personnel and law enforcement agencies. In submitting your proposal, you must comply with the instructions in the RFP.

This RFP contains a copy of California State "Standard Agreement Language" that will be used to develop a contract between the successful bidder and ADP (see Attachment 7). In addition, the Department of Alcohol and Drug Programs (ADP) will include, by reference, General Terms and Conditions and Contractor Certification Clauses, that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below. ADP will not accept changes to the Standard Agreement Contract Language or the General Terms. Therefore, please review the specified language, in its entirety, prior to submitting your proposal.

If you have questions or concerns regarding this RFP, the contact person is:

Ms. Kristie Boyer, Contract Analyst
Contracts Office, Division of Administration
Department of Alcohol and Drug Programs
1700 "K" Street, First Floor
Sacramento, California 95811-4037

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

Robert D. Hudspeth
Contracts Office, Manager



STATE OF CALIFORNIA

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

REQUEST FOR PROPOSAL

ADP RFP 10-06

**PROBLEM GAMBLING TECHNICAL ASSISTANCE AND TRAINING TO GAMBLING
INDUSTRY PERSONNEL AND LAW ENFORCEMENT AGENCIES**

SYNOPSIS

This Request for Proposal (RFP) is for Problem Gambling Technical Assistance and Training. These services will be provided to gambling industry personnel and law enforcement agencies to aid them in the identification of problem and pathological gambling behaviors. Additionally, it will increase knowledge of referral services and treatment programs throughout California. The Office of Problem Gambling (OPG), a division within the Department of Alcohol and Drug Programs (ADP), will oversee the execution of this contract.

The contract term covers a period of approximately 30 months, starting from January 1, 2011 or the date the contract is executed and ending June 30, 2013. The total cost shall not exceed \$625,000 for the full contract period of thirty (30) months. Contract funding of the initial six (6) month period is \$125,000. Funding of each additional 12 month period is \$250,000. Funding is at OPG's sole discretion and is contingent upon the availability of funds. Services will require an evaluation of the previous year's objectives, deliverables and Contractors business practices. ADP reserves the right to terminate the contract without cause, after a 30 day notice to the Contractor, when it is in the best interest of the State.

Bids should be submitted for an amount up to, but not to exceed, \$625,000 for the thirty (30) month contract term, nor can the bid exceed \$125,000 for the initial six (6) month period and each additional 12 month period cannot exceed \$250,000.

Note: For the purposes of terminology consistency and clarity within this RFP and subsequent contract, the initial period beginning with the start date of the contract and ending on June 30, 2011 will be referred to as Year 1. Year 2 will be from July 1, 2011 through June 30, 2012, etc.

The bidder and any of the bidder's subcontractor(s) must be a public or private organization not debarred or otherwise prohibited by the State of California or the federal government from being awarded grants or contracts.

In the future, the Contractor may be asked to complete optional tasks. Option(s) for additional services under the contract may be exercised at the sole discretion of ADP. Include these options in your technical response and in your cost proposal. The tasks are as follows:

Task 1. Provide the same services and deliverables for an additional year, if additional funding becomes available. Any 4th year total budget amount shall be no greater than the 3rd year budget amount. Also, the services, deliverables, and costs will be comparable to those provided in the 3rd year.

Task 2. If the funds allocated under the 30 month term of the contract are not fully expended, and are still available for expenditure, continue providing services for up to 12 months or until the funds are fully expended, whichever is sooner. The services, deliverables, and costs will be comparable to those provided in the 3rd year.

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*Optional

I. Purpose and Description of Services

- A. This Request for Proposal (RFP) is intended to provide Problem Gambling Technical Assistance and Training (TA) to gambling industry personnel and law enforcement agencies in the identification of problem and pathological gambling behavior as well as knowledge of referral services and treatment programs throughout California.
- B. The primary purpose of this contract will be to synthesize and translate state-of-the-art problem and pathological gambling science-based findings into effective TA services throughout California demonstrating:
 - 1. Knowledge of the gambling industry and responsible gambling programs,
 - 2. Familiarity with law enforcement agencies, and
 - 3. Cultural and linguistic competency
- C. TA services shall also provide identification of early signs and symptoms of problem and pathological gambling and resources for education, prevention and treatment services. TA services will be promoted and provided to individuals and/or agencies/organizations on the basis of a needs assessment and a marketing plan developed as part of the contract.
- D. The desired outcome of these services is to effect a positive change in the development and implementation of problem and pathological gambling prevention, education, and treatment services programs within the communities impacted by problem and pathological gambling. Provision of these TA services will afford gambling industry and law enforcement agencies/personnel the practical ability to implement programs with a high degree of integrity and relevance. This contract will also provide TA services to the Office of Problem Gambling (OPG) within the Department of Alcohol and Drug Programs (ADP).
- E. The contract term covers a period of approximately thirty (30) months, starting from January 1, 2011 or the date the contract is executed and ending June 30, 2013. The total cost shall not exceed \$625,000 for the full contract period of thirty (30) months. Contract funding for the initial six (6) month period is \$125,000. Funding for each additional 12 month period is \$250,000. Funding is at OPG's sole discretion and is contingent upon the availability of funds. Services will require an evaluation of the previous year's objectives, deliverables and Contractors business practices. ADP reserves the right to terminate the contract without cause, after a 30 day notice to the Contractor, when it is in the best interest of the State.

Bids should be submitted for an amount up to, but not to exceed, \$625,000 for the thirty (30) month contract term, nor can the bid exceed \$125,000 for the initial six (6) month period and each additional 12 month period cannot exceed \$250,000.

Note: For the purposes of terminology consistency and clarity within this RFP and subsequent contract, the initial period beginning with the start date of the contract and ending on June 30, 2011 will be referred to as Year 1. Year 2 will be from July 1, 2011 through June 30, 2012, etc.

The bidder and any of the bidder's subcontractor(s) must be a public or private organization not debarred or otherwise prohibited by the State of California or the federal government from being awarded grants or contracts.

In the future, the Contractor may be asked to complete optional tasks. Option(s) for additional services under the contract may be exercised at the sole discretion of ADP. Include these options in your technical response and in your cost proposal. The tasks are as follows:

Task 1. Provide the same services and deliverables for an additional year, if additional funding becomes available. Any 4th year total budget amount shall be no greater than the 3rd year budget amount. Also, the services, deliverables, and costs will be comparable to those provided in the 3rd year.

Task 2. If the funds allocated under the 30 month term of the contract are not fully expended, and are still available for expenditure, continue providing services for up to 12 months or until the funds are fully expended, whichever is sooner. The services, deliverables, and costs will be comparable to those provided in the 3rd year.

F. Additional and Carry-Over Funds

If additional funds are available, ADP may amend the contract to increase the contract amount up to 30% in each fiscal year. Services will be billed at the same rate for the same services, per the corresponding budget year of the contract. If all deliverables are delivered and accepted, and contract funds remain unexpended at the end of the fiscal year, the contract may be amended to allow the unexpended funds to be added to the following year's budget. Any amendment for such unexpended funds shall not be included in the 30% limit.

G. Background

1. In August 2003, the State Legislature established OPG (Chapter 210, Statutes of 2003) to reduce the prevalence of problem and pathological gambling. The first priority of OPG was to develop a statewide plan for a problem and pathological gambling prevention program that includes:

- a. Training for health care professionals, educators, law enforcement agencies and nonprofit organizations
- b. Training for gambling-industry personnel in identifying customers at risk for problem gambling and informing them of referral and treatment services
- c. Public awareness campaigns
- d. A toll free telephone service for crisis intervention and referrals
- e. Empirically driven research programs

H. OPG receives annual funding from the Indian Gaming Special Distribution Fund in the amount of \$8.4 million: \$3.4 million is allocated for prevention, education and awareness campaigns and \$5 million for treatment services. OPG provides problem

and pathological gambling prevention services for communities, families, and individuals. OPG's 2006 prevalence study showed 3.7% of California residents are considered problem or pathological gamblers.

- I. ADP is committed to ongoing improvements in cultural and linguistic competency and has adopted the Culturally and Linguistically Appropriate Services (CLAS) standards developed by the Office of Minority Health, U.S. Department of Health and Human Services as the guiding document to develop a Cultural Competency Quality Improvement (CCQI) Strategic Plan to support CCQI in our service delivery system.

J. Goal

- 1. One of the goals of OPG is to develop a TA module within the problem and pathological gambling prevention program for both the public and private sectors within the State of California. This goal will help to prevent and reduce the harmful effects of problem and pathological gambling and will improve the health and safety of the residents of California.
- 2. Efforts shall effectively address:
 - a. diverse multicultural populations
 - b. at-risk and underserved populations
 - c. groups with unique needs
 - d. the elderly and physically challenged
 - e. underserved ethnic groups and
 - f. female gamblers

To accomplish this goal the TA must provide culturally competent, linguistically and generational focused strategies to address problem gambling.

- 3. This goal will be advanced through the services provided under this contract which include:
 - a. Identifying signs indicating that an individual may be a problem gambler
 - b. Identifying and providing thorough and accurate training and education regarding treatment services and resources available to problem and pathological gamblers and their families
 - c. Increasing the number of informed gambling industry and law enforcement personnel on effective community prevention systems, programs and treatment services
 - d. Disseminating knowledge and information on effective crisis intervention, and management skills and practices related to problem gambling
 - e. Enhancing the health and safety of gambling industry personnel, patrons, and communities throughout California
 - f. Educating gambling industry personnel regarding the creation and maintenance of a successful self exclusion program within a responsible gambling program

4. Provide a minimum of 4,000 TA hours, to gambling industry and law enforcement agencies/personnel over the 30-month contract period; 800 hours in Year 1, 1,600 hours in Year 2 and 1,600 hours in Year 3.
5. TA events shall include:
 - a. Law enforcement agencies/personnel
 - b. Gambling industry personnel

II. Minimum Qualifications for Proposers

- A. The bidder and any of the bidder's subcontractor(s) must demonstrate experience in developing, managing and delivering statewide TA programs, or the equivalent. References documenting the aforementioned experience and work history shall be provided within the proposal (See Attachment 3).
- B. The bidder and any of the bidder's subcontractor(s) must be a public or private organization not debarred or otherwise prohibited by the State of California or the federal government from being awarded grants or contracts.
- C. The bidder must demonstrate the organizational capacity and ability to abide by the contract terms, conditions and provisions, and provide assurances that all subcontractor(s) will do the same. Private nonprofit organizations must include evidence of their organization's and their subcontractor's nonprofit status with their proposal.
- E. In addition, subcontractors and individual consultants must abide by and are held to the contractual requirements regarding material development and subject data.

III. Proposal Requirements and Information

A. Key Action Dates

<u>Event</u>	<u>Date</u>
RFP released to bidders	October 7, 2010
Final date to submit questions from bidders (by 3:00 p.m. PDT)	October 14, 2010
Responses to bidders' questions issued	October 27, 2010
Letter of Intent to submit proposal, due to ADP (by 3:00 p.m. PDT)*	November 2, 2010
<u>Final Date to Submit Bids (by 3:00 p.m. PST)</u>	November 9, 2010
Notification of Intent to Award to Successful Bidder	November 24 2010
Period of Performance	January 1, 2011 to June 30, 2013

*** Optional- Letter of Intent is requested for ADP planning purposes only. It does not constitute a commitment to apply. The Letter of Intent is not required to bid.**

B. Work Plan and Work Schedule Requirements

1. The selected Contractor will develop and implement TA services, products and resources to enhance the quality and effectiveness of problem gambling prevention systems and programs. These systems and programs will focus on the gambling industry and law enforcement personnel by completing the following work to fulfill the terms of the contract.
2. Contractor shall develop, coordinate and maintain a pool of consultants of adequate size, sufficient to serve the problem and pathological gambling prevention-related needs of the gambling industry and law enforcement agencies/personnel throughout the state and with the skills, knowledge and abilities to:
 - a. Analyze problem and pathological gambling prevention related research
 - b. Develop and implement a process for assessing the reliability of science based prevention, education strategies and programs
 - c. Demonstrate understanding of problem gambling signs, prevalence rates, the impact of problem and pathological gambling on individuals, families, and communities with emphasis on gambling industry employees and patrons
 - d. Demonstrate understanding of gambling industry and law enforcement agencies/personnel to apply problem and pathological gambling prevention theory and practice

- e. Work with organizations including public and private, statewide and local, secular and faith-based
 - f. Gather and disseminate referral resources and treatment services information
 - g. Work collaboratively with OPG in the assessment, planning, and implementation of statewide priorities and initiatives
 - h. At the direction of OPG, work in collaboration with ADP's other TA Contractors on issues of common purpose and objectives
3. Contractor shall assign appropriate consultant(s) from pool or staff to meet each TA request based upon (but not limited to):
- a. Priority
 - b. Type
 - c. Cultural, linguistic, and generational needs
 - d. Location and length of TA services
 - e. Direction from OPG
4. Contractor shall deliver TA services to law enforcement agencies including (but not limited to):
- a. Tribal Police
 - b. City/County Agencies
 - c. State/Federal Agencies
5. Contractor shall deliver TA services to gambling industry personnel including (but not limited to):
- a. Tribal Casinos
 - b. Cardrooms
 - c. Horse Racing Tracks
 - d. Lottery
6. Contractor shall provide up to 500 hours (100 hours for Year 1 (initial 6 month period) and 200 hours for Year 2 and 200 hours for Year 3) of consultation and/or facilitation directly to OPG including, (but not limited to):
- a. Conference planning and/or presentations
 - b. OPG Advisory Board presentations
 - c. Meeting facilitation
 - d. Research assistance
 - e. Development and delivery of Problem Gambling Awareness Week campaign
 - f. Training events
 - g. Assistance in planning and implementing statewide priorities and initiatives
7. Contractor should consider type, priority, location, length, and requests from OPG when addressing and scheduling TA requests. Prior written approval must

be obtained from the OPG Contract Monitor at least fifteen (15) days prior to providing TA services, including associated travel. If TA requests are not submitted for approval fifteen (15) days prior to the event, a written justification must be provided to the OPG Contract Monitor indicating the reason for the delayed request. The approval request must include, at a minimum:

- a. Priority
 - b. Type (consultation, training, outreach)
 - c. Location, date and length of TA services
 - d. Anticipated number of participants
 - e. Number of staff/consultants who will provide TA services
 - f. Date of TA request
 - g. Requesting agency/individual
 - h. Description of request
 - i. Justification, if applicable
 - j. Curriculum
8. Contractor shall create and submit the following to OPG for written approval prior to providing TA services:
- 1) Training curriculum
 - 2) PowerPoint presentations
 - 3) Agendas for outreach or consultations
 - 4) Handouts and other materials used in the provision of TA services
 - 5) Publications such as brochures, pamphlets and/or research papers
 - 6) Monthly reports
 - 7) Annual reports
 - 8) Needs assessment
 - 9) Training plan
 - 10) Training evaluations
9. Services delivered under this contract may include administrative services, creation of monthly progress reports, annual reports, evaluation of services, publications, and the provision of TA services.
10. Contractor will work closely and cooperatively with OPG's Contract Monitor, to promptly respond to all OPG requests for information and documentation related to the provisions of this contract. OPG may request TA services for a specific group, individuals, and/or organization.
11. OPG reserves the right to approve the location and content of all TA services and selection of consultants/trainers prior to the provision of TA services. In addition, OPG may attend TA events unannounced to review quality and content of event.
12. Contractor will utilize event locations that meet Federal and State accessibility requirements for persons with disabilities. The cost of such accommodations is to be paid by the Contractor.

13. Public notices must include the following statement: "If you need a disability-related reasonable accommodation/alternative format for this training, please contact (name) at (phone number, email address, and TDD number) by (a date up to two (2) weeks prior to the event)."
14. All documents, publications and printed materials produced under this contract must clearly state "Funded by the California Department of Alcohol and Drug Programs, Office of Problem Gambling."
15. TA services may be provided through (1) consultation; (2) outreach; or (3) training events using the following guidelines:

a. Consultation

- 1) Consultation may be provided through on-site meetings, at the requestor's agency/facility, telephone conversations, or written correspondence. Services should provide identification of early signs and symptoms of problem and pathological gambling and resources for education, prevention and treatment services.
- 2) Consultation services will be problem specific and solution focused on improving program operations or solving a problem. The goal in delivering consultation services should be geared toward establishing subsequent training events to a group of individuals within the identified agency or association.
- 3) Individual consultations should be short-term in nature and not exceed two (2) TA hours of service unless a written justification for an extension of time is approved in advance by OPG. The written justification will address the following three (3) areas:
 - a. Why an extension of time is necessary?
 - b. Why the services cannot be provided in the allotted time?
 - c. What the consequences will be if the extension is denied?

b. Outreach

- 1) Outreach may be provided through on-site assistance, at the requestor's agency/facility, telephone conversations, written correspondence, the media, or by making presentations or establishing information booths at association meetings and conferences. Services should provide identification of early signs and symptoms of problem and pathological gambling and resources for education, prevention and treatment services.
- 2) Outreach services should address requestor's specific needs and be education focused. The goal of delivering outreach services is to

establish subsequent training events to a group of individuals within the identified agency or association.

- 3) Individual outreach events should be short-term in nature and not exceed eight (8) TA hours of service unless a written justification for an extension of time is approved in advance by OPG. The justification will address the following three (3) areas:
 - a. Why an extension of time is necessary?
 - b. Why the services cannot be provided in the allotted time?
 - c. What the consequences will be if the extension is denied?

16. Training

- a. Training events may be provided through on-site meetings, at the requestor's agency/facility, or video/telephone/web-based conference. Services shall provide identification of early signs and symptoms of problem and pathological gambling and resources for education, prevention and treatment services.
- b. Individual training events shall be provided for the duration indicated in the approved curriculum unless a written justification for an extension of time is approved in advance by OPG. The justification will address the following three (3) areas:
 - 1) Why an extension of time is necessary?
 - 2) Why the services cannot be provided in the allotted time?
 - 3) What the consequences will be if the extension is denied?
- c. Training events should include:
 - 1) Signs and symptoms of problem and pathological gambling behaviors
 - 2) Detection of problem gambling symptoms
 - 3) Approaches used in discussing problem gambling with an individual suspected of problem gambling behaviors
 - 4) Crimes related to problem and pathological gambling behaviors
 - 5) Screening and interviewing techniques
 - 6) Dealing with a problem gambler and/or an affected individual
 - 7) Education of referral resources and treatment services
 - 8) Studies conducted on problem gambling
 - 9) Curriculums specific to the needs of the attendees and focused to meet the goals of the contract and OPG
 - 10) Evaluations
 - 11) Crisis management
 - 12) Referral to resources, services and treatment for problem and pathological gamblers and/or an affected individual
 - 13) Cultural, generational and linguistically competent training and materials

- 14) Key elements for a successful self-exclusion program
 - 15) Self-help strategies for preventing recurring problem gambling
 - 16) Prevention training as identified by the training needs assessment and research
 - 17) Impact of problem and pathological gambling on specific occupations, such as peace officers and gambling industry personnel
 - 18) Co-morbidity and other related addictions
 - 19) Social costs of problem gambling
 - 20) Vulnerable populations
 - 21) Problem gambling as an occupational hazard for gambling industry employees
 - 22) Reports to child/adult protective services
- d. Contractor will be responsible for the development and implementation of a training plan. The plan must include, at a minimum, the items listed below:
- 1) Needs assessment
 - 2) Objectives of the training
 - 3) Schedule of training events
 - 4) Outline of curriculum
 - 5) Copies of any handout materials
 - 6) Names and resumes of presenters
 - 7) Evaluation forms to be completed by participants
- e. Contractor shall conduct at least one (1) TA training event, at a minimum of two (2) hours, for each of the following: Tribal Casinos sixty-two (62); Cardrooms ninety-one (91); and Horse Racing Tracks six (6). Collaborate with the California Lottery's nine (9) District Offices to provide at least one (1) TA for lottery retailers in each district. In addition, Contractor shall conduct at least one (1) TA training event for law enforcement personnel in each fifty-eight (58) counties including Tribal Police, City/County Agencies, State /Federal Agencies. Training events should encompass all shifts of an agency if the agency is a 24-hour operation.
- f. Evaluation forms shall be distributed in writing to all training participants and shall be collected at the end of each training event. Data from these evaluations shall be summarized and information provided in monthly reports to the OPG Contract Monitor. OPG reserves the right to contact training recipients to ensure that an approved evaluation form was distributed and collected and that the desired outcome was achieved.
- g. The Contractor may charge a nominal registration fee for training events, not to exceed ten (\$10) or the actual cost, whichever is less, to cover any costs not allowed under the contract.

17. Publications

Publication topics must be approved by OPG's Contract Monitor prior to development. Publications shall be made available at no charge and be accessible via the Internet. Copies of the final documents must be submitted to OPG in both Microsoft Word and PDF formats. The Contractor is responsible for obtaining professional proofing and editing services before documents are submitted to OPG. Contractor is also required to make all edits required by OPG.

- a. **American Disability Act (ADA):** In accordance with the California Government Code section 11135 and Title II, ADA federal statute 12131 requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability."
- b. **Limited English Proficiency (LEP):** Publications must be made available in other languages if requested by a person with limited English proficiency. Contractor is responsible for providing publications in alternative formats.

18. Preparation Time

Preparation time may include developing curriculum, assembling handouts, developing PowerPoint presentations, scheduling consultants/subcontractors, and making travel reservations for TA services. Preparation time cannot be included in the computation of TA hours.

19. Travel Time

Travel time consists of the time spent traveling to and from a TA event via automobile, plane or other transportation service. Travel time cannot be included in the computation of TA hours.

20. Reports

- a. Submission of written monthly progress reports is required no later than fifteen (15) days following the last day of the reportable month. The monthly reports must:
 - 1) Correspond to overall contract goals and to specific monthly objectives
 - 2) Include pertinent information on monthly objectives and relevant data (statistical and anecdotal)
 - 3) Indicate the number of agencies served
 - 4) Indicate the number of individuals trained
 - 5) Provide the number of TA hours delivered

- 6) Summarize marketing strategies
 - 7) Outline barriers encountered in achieving proposed monthly objectives
 - 8) Methods employed to resolve stated barriers
 - 9) Summarize evaluation feedback
 - 10) Approved written justifications for TA requests which did not meet the required fifteen (15) days approval timeframe
- b. Monthly reports shall accompany invoices for payment to the OPG Contract Monitor. Invoices will not be processed until OPG is in receipt of corresponding monthly reports and supporting data in the format prescribed above. OPG reserves the right to modify reporting requirements as it deems necessary.
- c. Submission of annual reports at the end of each calendar year is required. Annual reports shall be submitted no later than thirty (30) days following the last day of the calendar year. Annual reports should provide a cumulative synopsis of the calendar year's events including, at a minimum:
- 1) Status of contract term deliverables, goals and objectives
 - 2) Relevant data related to monthly objective totals (statistical and anecdotal)
 - 3) Agencies and individuals served
 - 4) Total number of TA hours delivered
 - 5) Barriers encountered in achieving proposed objectives
 - 6) Methods employed to resolve problems
 - 7) Relevant data from evaluations, and how data was used to enhance training events
 - 8) Resource publications produced
- d. Annual reports shall accompany the December invoice for payment. Invoice will not be processed for payment until annual report is received. OPG reserves the right to request modifications to the annual report.

21. Marketing Plan

- a. The Contractor will implement a marketing plan to promote TA services available under the contract. The plan shall include, (but not limited to), all of the following:
- 1) Description of marketing of TA services
 - 2) Detailed tasks and deliverables
 - 3) Timelines for each deliverable
 - 4) Development and distribution of a yearly report describing the Contractor's TA services including topics
 - 5) Development and maintenance of a website with information on available services. The website shall be linked to that maintained by OPG and ADP.

- 6) Print announcements to local law enforcement agencies, probation departments, gambling industry personnel and other appropriate recipients.
- b. The marketing plan shall be submitted to the OPG Contract Monitor and will require OPG's written approval. OPG reserves the right to require additional clarification of the marketing plan and to direct specific changes to the plan as it deems necessary to ensure the appropriate execution of the contract.
- c. Contractor shall:
 - a. Obtain written pre-approval from OPG on all products, reports or materials developed or used during the term of the contract.
 - b. Provide the ADP Resource Center with twenty five (25) copies of any publications (manuals, books, or public service announcements) produced under this contract.
 - c. All publications, documents and/or printed training materials produced under the contract must clearly state "Funded by the California Department of Alcohol and Drug Programs, Office of Problem Gambling."

22. Needs Assessment

- a. Contractor shall conduct a statewide prevention TA needs assessment and submit a draft needs assessment report to OPG for input and approval. The needs assessment shall consider input provided by OPG Advisory Group, 2006 California Problem Gambling Prevalence Survey, survey tools, key interviews, focus groups, and OPG. The needs assessment must be extensive including the needs of the gambling industry and law enforcement agencies.
- b. The needs assessment must take into account the needs of special populations including, diverse multicultural populations, and groups with unique needs, female gamblers, at risk and underserved populations, ethnic populations, elderly and youth, and physically challenged populations.
- c. OPG reserves the right to request changes to the needs assessment. A final written outcome report of the needs assessment must be submitted to OPG, in both Microsoft Word and PDF formats.

23. Project Personnel

- a. The Contractor shall provide a full-time Project Director to oversee overall operation of TA services. The Project Director shall serve as the principal point of contact with OPG and will be responsible for:
 - 1) Overall project planning and management

- 2) Providing direct supervision and coordination of project staff, consultants and subcontractors
 - 3) Providing staffing continuity
 - 4) Ensuring that deliverables are provided
 - 5) Preparing reports
 - 6) Maintaining budget control
- b. All staff and consultants must be able to travel to California's rural and metropolitan areas. To save on travel costs, it is recommended that the Contractor have consultants and subcontractors available in all regions of California.
- c. The Contractor shall be responsible for the quality and acceptability of all work and for all persons who engage in work, including but not limited to employees, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for administration, distribution, research, evaluation, and payroll of all required personnel.
- d. The Contractor shall request written authorization from the OPG Contract Monitor for all proposed travel and per diem. Travel and per diem charges are not subject to any mark-up or administrative fee (refer to ATTACHMENT 8).
- e. The Contractor and/or the Contractor's representatives are prohibited from soliciting business or donations, or engaging in any other fundraising activity in the course of carrying out this contract.

24. Facilities and Resources

The Contractor shall provide all equipment, facilities, subcontractors, experienced management and personnel necessary to provide all services and receivables specified by OPG.

C. **Cost Detail Format and Requirements**

1. The contract term covers a period of approximately thirty (30) months, starting from January 1, 2011 or the date the contract is executed and ending June 30, 2013. Contract funding of the initial six (6) month period will be in the amount of \$125,000. Each additional twelve (12) month period is \$250,000. Funding of each period is at OPG's sole discretion and is contingent upon the availability of funds. The initial six (6) month period and each additional twelve (12) month period will require an evaluation of the previous term's objectives, deliverables and contractors business practices.
2. **Reminder:** For the purposes of terminology consistency and clarity within this RFP and subsequent contract the initial period beginning with the start date of the contract and ending on June 30, 2011 will be referred to as Year 1. Year 2 will be from July 1, 2011 through June 30, 2012, etc.

3. Potential bidders will submit three (3) yearly budgets and correlating budget justifications (Designated as budget – Year 1, Year 2, and Year 3) within their proposals.
 - a. The total cost shall not exceed \$625,000 for the thirty (30) month contract term. Any proposal submitted with a budget cost in excess of \$625,000 for the thirty (30) month contract term or in excess of \$125,000 for the initial six (6) months (Year 1 as previously defined) and each additional 12 month period cannot exceed \$250,000 and will be considered non-responsive and automatically be disqualified. It is recommended that the format in Attachment 5 be utilized.
 - b. The sum total of all three yearly budgets must equal the Cost proposal amount. If there is a discrepancy between the two amounts, the proposal may be considered non-responsive and may be disqualified.

3. Personal Services

- a. Personal Services include each authorized staff position the bidder is devoting to this project listed by title and a line item for fringe benefits including the percentage rates.
- b. A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled, and the percentage of salaried time the position will devote to the project.
- c. A salary range should be shown to include any anticipated wage increases during the period covered by the proposal. All salaries must be fully justified in the budget justification.
- d. Contract funds may not be used to pay for holiday time-off for the Contractor, staff or subcontractors.
- e. The Contractor shall make its payments to all subcontractors and vendors within fifteen (15) business days of receiving payment from OPG for invoices containing charges from subcontractors or vendors.

4. Operating Expenses

- a. Operating Expenses include all other direct cost line items, such as rent, travel and subsistence, supplies, subcontractors, etc.
- b. ADP policy does not allow for purchases of furniture or equipment. Equipment is defined as an article of nonexpendable tangible personal property.

- c. Reimbursement for travel and per diem expenses from ADP under the Agreement shall, unless otherwise specified in the resulting contract, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA). Those rates are specified in the Department's Travel and Subsistence Guidelines (refer to ATTACHMENT 8). Food and beverage are unallowable costs except for meals permitted by the Subsistence Guidelines. If the rates change during the term of any Agreement resulting from this solicitation, the new rates shall apply upon their effective date and no amendment to said Agreement shall be necessary. Travel outside the State of California shall not be reimbursed without prior written authorization from OPG's Contract Monitor.
- d. Subcontractors' costs must be fully explained and justified, including the cost per hour and number of hours. Subcontractor travel and per diem costs must be shown separately from staff travel costs. Fees should be consistent with the annual income of each subcontractor and market rates of similar services.

5. Indirect Cost Categories

An indirect cost category is not allowable within the budget.

6. Overhead or Administrative Costs

An overhead or administrative cost category must be approved by OPG. The bidder must provide a list of all costs included in this category. Include the methodology used to compute these costs. OPG may request direct costing.

7. Miscellaneous or Other

There shall not be line items entitled "miscellaneous" or "other". All line items must be fully explained and justified.

8. Budget Negotiations

The proposed budget may be negotiated at the option of the State, but the total bid amount may not be increased.

9. Restrictions

Contract funds provided by this RFP cannot be used for the following:

- a. Purchasing or improving land; purchasing, constructing, or permanently improving any building or other facility
- b. Paying the salary of an individual at a rate in excess of \$100,000 per year

- c. Lobbying Congress, any federal agency, the California Legislature, or state or local agencies in connection with the award of a particular contract, grant, cooperative agreement, or loan construction

10. Method of Payment

- a. The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures incurred.
- b. An amount up to ten (10) percent of the contractor fees and operating expenses, excluding buy-time, of each payment will be withheld; the total withhold amount will then be released as a final payment. The amount withheld will be paid upon completion of project and submission of approved invoices and required reports at the end of each yearly period.

11. Proposal Requirements and Information

- a. ADP will post this RFP both on the ADP website and on BidSync (www.bidsync.com). BidSync is the State of California's contractor for its eProcurement system which is administered by the CA Department of General Services (DGS). ADP encourages all potential bidders to register with BidSync.com.
- b. There is no fee for a potential bidder or supplier to register with bidsync.com, receive email or fax notifications, download or respond to State of California bid solicitations, or for being awarded a State contract through BidSync. At no time does DGS or ADP require suppliers or bidders to enroll in any paid subscriptions to view California State bidding opportunities (for example, BidSync's own BidLync.). Such subscription services are optional to you and the State of California neither endorses nor is affiliated with them.
- c. Please be aware that BidSync also hosts the bid sites for many other procurement organizations. Those bidding opportunities may require a fee.
- d. For further information on how to register with the California BidSync system, please view the following DGS hosted webcast at: www.eprocure.dgs.ca.gov/Training/default.htm. Also, written instructions can be obtained at: www.documents.dgs.ca.gov/eprocure/steps.pdf.
- e. ADP will not answer any questions regarding registering with BidSync.
- f. Any changes or updates to this RFP will be posted as "Addendums" only on the BidSync website. The ADP website will post only the original RFP and, if needed, the Q&A summary for this RFP. It is the responsibility of any potential bidder to monitor bidsync.com for any changes or updates.

D. Submission of Proposal

1. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
2. All proposals must be submitted under **sealed** cover and sent to ADP by dates and times shown in Section III., A., Key Action Dates. Proposals received after this date and time will not be considered.
3. A total of five **(5)** copies of the proposal along with an electronic copy of the proposal must be submitted on CD-ROM in WORD format. The budget section may be in EXCEL format.
4. The bidder's narrative response to the technical portion of the proposal should be double spaced and submitted on standard white, 8 ½ " x 11" sized paper. The project work plan may be single-spaced. Each page shall be clearly and consecutively numbered.
5. Due to limited storage space and environmental considerations, the proposal package must be prepared in the following manner – copied back to back, in a plain three (3) ring binder.
6. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
7. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Department of Alcohol and Drug Programs
Contracts Office
Attn: Kristie Boyer
1700 K Street, First Floor
Sacramento, California 95811-4037

DO NOT OPEN

8. Mail or deliver proposals to the address noted in Section III., D., 7.
9. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

10. **The bid price and all cost information must be submitted in a separate sealed envelope. Please do not include yearly budgets in the envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal-DO NOT OPEN".**
 - a. One copy of the Cost Proposal (or bid amount) must be submitted.
 - b. Use your agency letterhead for your Cost Proposal and simply state the following:

Date

**Kristie Boyer
Contracts Office, Division of Administration
Department of Alcohol and Drug Programs
1700 K Street, First Floor
Sacramento, CA 95811-4037**

The undersigned certifies that all requirements of the Request for Proposal known as "Program Gambling Technical Assistance and Training to gambling industry personnel and law enforcement agencies" ADP RFP 10-06, were understood and complied with. In addition, the undersigned certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and California State agency.

Our all-inclusive Cost Proposal (or bid amount) is as follows:

\$_____

Signed:_____

Printed Name: _____

Title:_____

- c. Bids shall be signed by the bidder. An unsigned bid will be rejected. A bid may be signed by an agency of the bidder if he/she is properly authorized by a power of attorney submitted to ADP prior to the submission of the proposal or with the proposal.
11. Proposals not submitted under sealed cover and marked as indicated may be rejected.
12. All proposals shall include the documents identified in ATTACHMENT 1 Proposal Checklist. This checklist is only a tool to assist participating bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire solicitation.

13. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
14. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the Agreement.
15. Costs incurred for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
16. An individual who is authorized to bind the proposing firm contractually shall sign the ATTACHMENT 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
17. A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Section III., A., Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
18. A bidder may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
19. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum. The addendum will be posted on the Bidsync.com website only per Section III., C., 11.). It is the bidder's responsibility to monitor BidSync.com for addendums.
20. The awarding agency reserves the right to reject all proposals. The agency is not required to award an Agreement.
21. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
22. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.

23. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. (optional with agency).
24. The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
25. No oral understanding or agreement shall be binding on either party.
26. Issuance of the RFP in no way constitutes a commitment by the Department to award a contract. The Department may reject any or all proposals for reasonable cause and may waive any immaterial deviation of a proposal.

E. Evaluation and Scoring Process

1. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
2. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of ADP, such information was intended to mislead ADP in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.
3. ADP will use the evaluation and selection procedure specified in Section 10344 (c) of the Public Contract Code to select the proposal that will best meet the Department's needs. This procedure specifies award to be made to the responsible bidder with the highest score.
4. Each proposal shall be reviewed to determine if the proposal meets the format requirements specified in the RFP. These format requirements are covered under Section III., D., Submission of Proposal. Proposals not meeting format requirements at this point may be disqualified. These disqualified proposals shall not, one (1) have their Technical Proposal scored, nor two (2) be considered for an award of contract.
5. Technical proposals shall then be submitted to the Selection Review Committee, which shall evaluate and score the Technical Proposals. Points will be assigned to the Technical Proposal as shown in Section III., F.,. A minimum of 145 points out of a possible 190 points must be achieved in the Technical Proposal evaluation phase to be considered responsive. A non responsive proposal shall not be considered for an award of contract and shall not have its Cost Proposal scored.

6. All proposals meeting the format requirements and passing the Technical Proposal evaluation phase by 76 percent (145 points) or more shall then have their Cost Proposal score determined.
7. All proposals and scoring sheets shall be available for public inspection once the "Notice of Intent to Award Contract" letter has been posted publicly and/or mailed to all bidders.
8. **Cost Proposal Scoring**

Cost Proposal scores will be determined as follows:

- A. The lowest dollar Cost Proposal shall earn 100 points. The remaining Cost Proposals shall earn Cost Proposal points by applying the following formula:

$$\frac{\text{Lowest Cost Proposal (divided by)}}{\text{Other Cost proposal amount}} = \text{_____} \times 100 = \text{Cost Proposal Score}$$

- B. Calculations up to the nearest hundredth of a decimal point will be used.
9. The Technical Proposal points will be added to the Cost Proposal points as well as any eligible preference points (see Section IV) to determine the overall score. The bidder with the highest score will be awarded the contract.
10. The bidder's response to each item in the RFP must be identified with the same numbers and letters of the paragraph to which the response applies. Failure to number responses in this manner may adversely affect the scoring of the bidder's proposal if reviewers are unable to locate responses. Omitted responses result in no score for that section and no contribution to the overall score. The proposal should follow the format of the RFP.
11. Any attempt by the bidder, bidder's staff, and/or consultants to influence the outcome of the evaluation of the bids, through communication with the ADP staff or the Selection Review Committee, will result in the rejection of the bid submitted by the bidder.
12. All proposals and scoring sheets shall be available for public inspection once the "Notice of Intent to Award Contract" letter has been posted publicly and/or mailed to all bidders.

13. Tie Bids

Tie bids are defined as identical scores calculated to the hundredth of a decimal point. Tie bids shall be resolved with a coin toss conducted by the ADP Contracts Office and witnessed by three (3) ADP staff members. The location and time of the coin toss shall be determined by ADP. Bidders are not required to be present, but shall be given the opportunity to attend, subject to ADP's time and location requirements.

F. Technical Proposal Section

The maximum score possible for the Technical Proposal is 190 points. The minimum standard OPG will accept for the Technical Proposal is 145 points. This score will be determined by a Selection Review Committee. Technical Proposal responses that just repeat or simply restate passages from this RFP will be viewed as non-responsive and scored accordingly. Those proposals not meeting this minimum standard will not be considered for funding. The seven (7) weighted evaluation criteria and their respective possible points are as follows:

<u>Category</u>	<u>Maximum Possible Score</u>
Understanding of Solution to the Problem	20 Points
Operation and Service Delivery	50 Points
Evaluation	5 Points
Project Work Plan	40 Points
Bidders' Qualifications	10 Points
Project Personnel	45 Points
Budget	<u>20 Points</u>
Total:	190 Points

1. Bidder Responses

Bidder shall respond to the following sections.

2. Bidder's Understanding of and Solution to the Problem

Maximum Score: 20

- a. Describe the most effective practices, methods, and strategies for providing problem and pathological gambling TA services. (refer to RFP Section III., B., Work Plan and Work Schedule Requirements)

Maximum Score: 15 points

- b. State your understanding and the importance of the following (refer to RFP Section III., B., Work Plan and Work Schedule Requirements):

- 1) Science-based problem and pathological gambling prevention

- programs
- 2) Cultural/linguistic and generational competence
- 3) Impact of problem and pathological gambling on specific occupations, such as peace officers and gambling industry personnel
- 4) Signs and symptoms of problem and pathological gambling behavior
- 5) Crimes associated with problem and pathological gambling behavior
- 6) Co-morbidity and other related addictions
- 7) Responsible gambling programs

Points will be issued according to the depth of knowledge of the items above

Maximum Score: 5 points

3. Operation and Service Delivery

Maximum Score: 50

- a. Describe steps bidder will take to develop and implement problem and pathological gambling prevention TA services. (refer to RFP Section III., B., Work Plan and Work Schedule Requirements)

Points will be issued according to the depth of knowledge of the items above

Maximum Score: 10 points

- b. Describe bidder's overall capability to manage the proposed contract, including:

- 1) Ability to develop, operate and market problem and pathological gambling TA services (refer to RFP Section III., B., Work Plan and Work Schedule Requirements)
- 2) Ability to provide minimum TA services statewide, over the 30-month contract period. (refer to RFP Section III, B., Work Plan and Work Schedule Requirements)
- 3) Ability to provide TA services to OPG. (refer to RFP Section III., B., Work Plan and Work Schedule Requirements)
- 4) Ability to locate and hire qualified staff and consultants
- 5) Ability to manage staff, subcontractors, and consultants
- 6) Administrative system the bidder will use to ensure that the payment of all expenses satisfies pertinent state laws, regulations, and policies
- 7) Means to properly invoice, submit reports (including the use of Microsoft Word and PDF Formats), and fulfill other contract business requirements

Maximum Score: 15 points

- c. Describe steps bidder will take to implement a process for assessing the reliability of science-based problem and pathological gambling data. Include steps to deliver data through TA services. (refer to RFP Section III., B., Work Plan and Work Schedule Requirements) Include, at a minimum, the following:

- 1) How TA services will fulfill the requirement to be culturally and linguistically proficient for the range of populations within California.

- (Include as attachments letters of reference from other groups that substantiate/support that this capability exists or will exist.)
- 2) How TA services will fulfill the requirement to be generationally competent. (Include as attachments letters of reference from other groups that substantiate/support that this capability exists or will exist.)
 - 3) How needs assessment will be formed and application of an on-going method for delivery of statewide TA services.
 - 4) How TA requests will be prioritized and clarified, if necessary.
 - 5) How qualified staff or consultants will be assigned to meet the needs of all TA requests.
 - 6) How TA services will be provided in an economically effective way.
 - 7) How the process of pre-approval from OPG will be obtained prior to the delivery of services.

Points will be issued according to the depth of knowledge of the items above

Maximum Score: 15 points

- d. Describe how bidder will implement an innovative and creative statewide marketing plan, including a descriptive publication and web-based technology, to promote the services available under this contract.

Points will be issued according to the depth of knowledge of the items above

Maximum Score: 10 points

4. Evaluation

Maximum Score: 5

Describe how the bidder will evaluate the content of TA services to ensure that evaluations, including the follow-up evaluations, are completed by the entities receiving services.

Indicate how bidder will utilize information received in the evaluations.

Maximum Score: 5 points

5. Project Work Plan

Maximum Score: 40

- a. Prepare a Project Work Plan which should include, at a minimum, the following items project goal and objectives needed to reach the contract goal, and tasks necessary to complete the objectives. (refer to RFP Section III)

Maximum Score: 30 points

- b. Provide a logic model for this project. For information on and examples of logic models go to <http://www.insites.org/documents/logmod.htm>.

Maximum Score: 10 points

6. Bidder's Qualifications

Maximum Score: 10

- a. Submit an annotated list of work experience, relevant or similar to this RFP, conducted by the bidder's agency and any subcontractors in the last three

(3) years, or currently in progress. Include each of the following:

- 1) Contracting organization
- 2) Synopsis of work performed
- 3) Contracting period
- 4) Relevance to this RFP

Maximum Score: 10 points

- b. Submit at least two (2) letters of recommendation from organizations for whom the bidder's agency (and Subcontractors) has provided services (relevant to this RFP preferred) during the last three (3) years. The letters should describe the services performed. Failure to submit required letters may result in a disqualification of bidder's proposal.

No points

7. Project Personnel

Maximum Score: 45

- a. Provide job titles and duty statements describing the activities each project staff position, including subcontracts/consultants, will perform during the project. A pool of consultants may be described in one (1) duty statement. Include name of project staff and consultants if known.

Maximum Score: 5 points

- b. Indicate the percentage of time each project staff will devote to each activity listed in their duty statement. Include overall total percent of time devoted to project. A full-time position would be indicated as 100 percent. Identify a single point of contact to ensure effective communication between Contractor and OPG during the contract period. A full-time Project Director must be provided for this contract. For consultants, do not indicate percent of time; instead indicate number of hours or days consultants will be utilized. Do not indicate monetary amounts.

Maximum Score: 5 points

- c. Submit resumes showing credentials, experience and qualifications of all key project staff for both the Contractor and the subcontractors (including consultants). In addition to the items listed below, the resume of the Project Director must include documented evidence of experience to perform duties/responsibilities (refer to RFP Section III). This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives.

Scoring Note: *Qualification of unknown staff will not score as highly as qualifications of known staff. Resumes will be scored based on the level of staff qualifications as they relate to the requirements of this RFP.*

8. Knowledge of the following (direct experience preferred) should be reflected in each resume submitted:
- a. Problem and pathological gambling and related prevention field
 - b. Environmental prevention field
 - c. Cultural, linguistic and generational competency
 - d. Faith community
 - e. Law Enforcement background
 - f. Gambling Industry background
 - g. Private sector
 - h. Coordinating statewide TA services
 - i. Providing training, consultation or outreach services
 - j. Developing and managing a pool of consultants and/or a consortium of Contractors/agencies with a wide variety of expertise and cultural proficiency
 - k. Performing needs assessments
 - l. Implementing marketing plans (including the use of Web technology)
 - m. Conducting evaluations
 - n. A wide range of programmatic and management issues related to problem and pathological gambling prevention strategies, financial management, program design and administration, program evaluation, and policy development

Maximum Score: 35 points

Letters of commitment from subcontractors (if applicable), or others who are proposed principals for this Project (not bidder's employees) must be submitted with your proposal. The letter should be submitted on the proposed subcontractor's letterhead and must state that the subcontractor has read the proposal and agrees to participate in the activities at the level specified. Failure to include the letter(s) of commitment may result in disqualification of the proposal.

Required (if applicable): No points

9. Project Budget
Maximum Score: 20 points

- a. Proposal must be fully supported by cost and pricing data adequate to justify the bid amount. A detailed line item budget must be completed for each of the yearly periods, (Year 1, Year 2, Year 3 defined in Section III. C., Cost Detail Format and Requirements), of the 30 month term of the contract showing individual line items under budget categories. Follow the guidelines set forth in Section III C., Cost Detail Format and Requirements. Please utilize Attachment 5 or a similar format, to prepare a budget for the bid amount.

Maximum Score: 10 points

- b. All budget line items must be fully explained and justified in a narrative entitled "Budget Justification". This justification should include:

- 1) Why each individual line item is being charged to the project
- 2) Why the quantity of a line item is reasonable (i.e., amount of personnel time, travel, etc.)
- 3) Why the cost of each line item is reasonable in price
- 4) Which formula was used to determine the cost of each line item

Maximum Score: 10 points

G. Award and Protest

1. The Technical Proposal points will be added to the Cost Proposal points as well as any eligible preference points (see section IV) to determine the overall score. The bidder with the highest score will be awarded the contract.
2. Upon ADP's selection of the winning bidder, a Notice of the Intent to Award letter shall be posted in the front window of the Department of Alcohol and Drug Programs building (1700 K Street, Contracts Office, 1st Floor, Sacramento, CA 95811) for five (5) working days prior to awarding the Agreement. The protest period is five (5) days starting on the date that the Letter of Intent to Award is posted. During this five (5) day period bidders may submit protest, subject to the requirements of this section. Should a protest be filed the winning bidder shall be notified.
3. Protests are limited to whether ADP followed the processes presented within this RFP. A protest may not challenge the judgment of the Selection Review Committee in determining a proposal's score. The protester(s) carries the burden of demonstrating the merits of the protest.
4. If any bidder, prior to the award of Agreement, files a protest with the Department of Alcohol and Drug Programs, on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the Department of Alcohol and Drug Programs has decided the matter. The protestor(s) shall first email the initial protest to the email address below, and then mail a signed original to the address below. The official signature on this letter shall be of an authorized representative of the protestor. It is suggested that all protest be submitted by certified or registered mail to:

Robert Hudspeth, Contracts Manager
Department of Alcohol and Drug Programs
Division of Administration, Contracts Office
1700 K Street, First Floor, Room 106
Sacramento, Ca 95811-4037
rhudspeth@adp.ca.gov

5. Within five (5) calendar days after filing the initial protest, the protesting bidder shall file with the Department of Alcohol and Drug Programs a detailed statement specifying the grounds for the protest. The protestor(s) shall first email the detailed protest letter to the email address shown in the previous paragraph, and then mail a signed original to the address shown in the previous paragraph. The official signature on this letter shall be of an authorized representative of the protestor. It is suggested that all protest be submitted by certified or registered mail.
6. A written acknowledgement of receipt by ADP will normally be mailed to the protestor(s) within ten (10) working days.
7. Following the receipt of a protest, filed during the time period specified in the Intent to Award letter, ADP shall review the protest and provide a written decision to the protesting bidder(s) within thirty (30) working days.
8. Upon resolution of the protest and award of the Agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
9. Upon resolution of the protest and award of the Agreement, ADP will forward the form, Contractor Certification Clauses (CCC 307), to the Contractor for signature. The original signed copy will be submitted to ADP.

H. Disposition of Proposals

1. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Because the proposals will become public record, the bidders should use care in deciding what personal information is provided in their proposals, i.e., social security numbers, non business phone numbers, etc.
3. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

I. Agreement Execution and Performance

1. TA Services shall start not later than sixty (60) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to

commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another Contractor.

2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
3. Audit Requirements

This Audit Requirements provision does not limit the right of the Department or the State to conduct a separate audit at its discretion, nor does it relieve the Contractor from complying with the audit requirements of the General Terms and Conditions (GTC 610), that may be viewed at Internet site: www.ols.dgs.ca.gov/standard+language.

The Contractor agrees to obtain one of the following audits, in accordance with the contractual or statutory requirements governing the amount or source of the funding:

1. If the Contractor expends \$500,000.00 or more in funds received from ADP from the total of all contracts or grants in its fiscal year, the Contractor agrees to obtain for that year a limited scope fiscal audit of all funds received from the Department. The audit will be conducted according to Generally Accepted Governmental Auditing Standards. The audit shall be completed by the 15th day of the 5th month after the close of the Contractor's fiscal year. This audit does not fulfill audit requirements of Paragraph 2, below.
2. If the Contractors expends \$500,000.00 or more in federal funds, Contractor agrees to obtain an audit in accordance with this paragraph. If the Contractor's expenditure of funds are normally included in its organization's annual compliance audit conducted according to the requirements specified in Office of Management and Budget (OMB) Circular A-133, entitled Audits of States, Local Governments, and Non-Profit Organizations, the Contractor agrees to continue to include funds expended as a result of this federally-funded contract in that audit. This audit shall be completed by the end of the 9th month following the end of the audit period. The requirements of this provision apply if:
 - a. The Contractor is a recipient expending federal awards received directly from any federal awarding agencies, or
 - b. The Contractor is a sub recipient expending federal awards received from a pass-through entity such as the State, County, or community-based organization.

This audit fulfills the requirements of Paragraph 1.

3. The cost of the required audit may be charged as a direct cost. The way the cost is charged must be consistent with the Contractor's policies, regulations, and procedures that apply to both federal funds and other activities of the Contractor.

If the audit is charged directly, the budget for each year must clearly identify funds set-aside for the audit.

4. Two (2) copies of the final audit report shall be delivered to the ADP Contract Monitor within thirty (30) days after the completion of the audit. The ADP Contract Monitor will forward a copy of the report to the ADP's Audit Services Branch.
5. If the contract period for any ADP federally funded contract will expire before the audit deadlines specified in Paragraphs (1) or (2), then that contract, for that year, may be excluded from an audit if the total expenditures under the expiring contract do not exceed the \$500,000 threshold for that fiscal year. However, funds expended under that contract in that year shall be used to determine the expenditure threshold for audits of other contracts. If the expenditures under the expiring contract do exceed the \$500,000 dollar threshold an audit will still be required as specified in Paragraphs (1) or (2).

J. Bidder Declaration Form

To be considered responsive, all Bidders must complete and submit the Bidder Declaration (GSPD-05-105). When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract.

The Bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporation by amendment to the Contract. The Bidder Declaration (GSPD-05-105) is available to download at the following website:

<http://www.documents.dgs.ca.gov/pd/poliproc/Master-BidDeclar08-09.pdf>

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

K. Commercially Useful Function

If the Bidder is a California-certified small business or DVBE, or is claiming to use DVBE subcontractors and/or using California-certified small businesses, in accordance with Assembly Bill 669, the Bidder must address specific aspects of the Legislation that requires subcontractors and/or certified small businesses to perform a

commercially useful function as defined by Government Code Section 14837.

A business that is performing a commercially useful function is one that does all of the following:

1. Is responsible for the execution of a distinct element of work of the contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business, services, and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Bidder, subcontractor, or supplier will not be considered to perform a commercially useful function if the Bidder's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or project through, which funds are passed in order to obtain the appearance of small business or micro business participation.

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the Commercially Useful Function requirement using Attachment 10, Commercially Useful Function Compliance.

L. Darfur Contracting Act Certification

- A. **Your bid will be disqualified** unless your proposal includes a copy of Attachment 9 (Darfur Contracting Act Certification) with **one** (1) of the following form entries completed:
 - Requirement Exemption (initialed and dated)
 - Option #1 - Certification - (All section fields completed)
 - Option #2 - Written Permission from DGS (All section fields completed)
- B. Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act.). (Public Contract Code sections 10475, et seq.; Stats. 2008, ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to,

and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. Public Contract Code section 10477 (a)).

- D. Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See Option #1 of Attachment 9).
- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See Option #2 of Attachment 9).

IV. Preference Programs

A. State Economic Development Incentive Programs

For information on State economic development incentive programs refer to the following Internet Web-sites listed below. If applying for any of the State’s preference programs follow the directions in ATTACHMENT 2.

- 1. Small Business preference - www.pd.dgs.ca.gov/SMBUS
- 2. Target Area Contract Preference Act (TACPA) - www.pd.dgs.ca.gov/disputes
- 3. Local Agency Military Base Recovery Act (LAMBRA) - www.pd.dgs.ca.gov/edip/lambra.htm
- 4. Enterprise Zone Act (EZA) – www.pd.dgs.ca.gov/edip/eza.htm

- B. The following are the procedures for bidders to follow if they wish to apply for five (5) percent Small Business preference; TACPA, EZA, or LAMBRA preferences of five (5) percent each plus up to four (4) percent workforce preference each.

1. SMALL BUSINESS PREFERENCE

- a. Section 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small Business or to non-small businesses claiming twenty-five (25) percent California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five (25) percent of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

- b. The required list of California certified small business subcontractors must be attached to the bid response and must include the following:
- 1) Subcontractor name;
 - 2) Address;
 - 3) Phone number;
 - 4) A description of the work to be performed and/or products supplied; and,
 - 5) The dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.
- c. In addition to the list, bidders must identify small business subcontractors on their Project Budget. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896 et seq. A copy of the regulation is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, you or the subcontracting firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the preference approval should be directed to that office at (916) 375-4940.
2. If you are claiming Small Business Preference please complete the following small business information on you or your subcontractor(s) and return with your proposal:

Bidder's Small Business Number:_____ **or date applied for Certification:**_____

Subcontractor Small Business Number:_____ **or date applied for Certification:**_____

(Applies when the bidder is able to pick the work site where services will be provided. Providing technical assistance statewide on an as needed basis does not qualify.)

3. **TACPA/LAMBRA/EZA**

- a. Under the provisions of the TACPA, Government Code Section 4530 et seq., EZA, Government Code Section 7070 et seq., and LAMBRA, Government Code 7118 et seq., preferences are available to California based companies that demonstrate and certify under penalty of perjury that at least fifty (50) percent of the total labor hours for manufactured goods, or ninety (90) percent of the total labor hours for services (100% in the case of LAMBRA) will be performed in distressed areas. These Acts also make available additional preferences to California based bidders who certify under penalty of perjury to hire persons in targeted employment areas.
- b. Bidders are not required to apply for TACPA/EZA/LAMBRA

preferences, and denial of preference requests is not a basis for rejection of the bid.

- c. If bidders wish to be considered for preferences, they must demonstrate and certify that they will comply with the requirements of these Acts. Bidders must complete and submit the applicable forms listed below. The information provided must demonstrate that the bidder has the ability to comply with the terms and provisions of the preference programs. The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to information from bidders, manufacturers, subcontractors and any other sources available at the time of bid evaluation. Refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request, may result in denial of the preferences requested.

- d. Bidders applying for preference(s) must submit the following form(s):

TACPA – STD 830 <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>
EZA – STD 831 <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>
LAMBRA – STD 832 <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

4. Scoring Preferences

Example: The score of the highest scored proposal (that is not applying for a preference) is 180 points. This score amount would be multiplied by a preference (for example 5%) to determine additional preference points. (5% x 180 = 9 points). All bids applying and qualifying for the preference would have these additional preference points (in this case, 9 points) added to their score.

5. Disabled Veterans Business Enterprise Program (DVBE)

DVBE participation is not required in this Agreement.

ATTACHMENT 1
Proposal Checklist

ADP makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. Checking off the items on this checklist does not establish the bidder's intent nor does it constitute responsiveness to the RFP requirement(s).

This checklist is only a tool to assist participating bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of the final proposals cannot be overemphasized and are the responsibility of the bidder.

- _____ ATTACHMENT 1 Proposal Checklist
- _____ ATTACHMENT 2 Proposal/Proposer Certification Sheet (required)
- _____ ATTACHMENT 3 Proposer References (or indicate page numbers within proposal where information can be found: _____) (required)
- _____ Technical Proposal Responses (indicate page numbers within proposal where information can be found: _____) (required)
- _____ Signed Cost Proposal in a separate sealed envelope per Section III., D., (required)
- _____ ATTACHMENT 9 Signed or Initialed Darfur Contracting Act Certification (required)
- _____ Five (5) copies of the proposal with the original proposal indicated
- _____ One (1) electronic copy of the proposal on CD-ROM in WORD format. The budget section may be in EXCEL format.
- _____ Preference Programs Documentation*
 - _____ Target Area Contract Preference Act (TACPA) *
 - _____ Enterprise Zone Act (EZA) *
 - _____ Local Agency Military Base Recovery Act (LAMBRA)*
 - _____ Bidder Declaration Form (GSPD 05-105) (required)
- _____ ATTACHMENT 10 Commercially Useful Function Certification (CUF) *

*Attach if applicable

ATTACHMENT 2

Proposal/Proposer Certification Sheet

A copy of this Proposal/Proposer Certification Sheet must be signed and returned along with the proposal. The proposal must be submitted in a sealed package in accordance with RFP instructions in Section III., D., Submission of Proposal.

For RFP Primary Only:

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. Place and index this Attachment within your submitted proposal.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as one of the following:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending		

Proposal/Proposer Certification Sheet - Instructions

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3
Proposer References

Submission of this specific form for reference Attachment is optional. Failure to complete and return this attachment with your proposal will not cause your proposal to be rejected and deemed non-responsive. If you elect to list your reference within your proposal, please indicate the page numbers where the information can be found on Attachment Number 1.

List below three (3) references of similar types of services performed within the last five (5) years. If three (3) references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided:			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided:			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided:			

ATTACHMENT 4
Sample Project Work Plan

1. PROGRAM GOAL: _____

2 OBJECTIVES	3 ACTIVITIES, TASKS AND SUBTASKS	4 PERFORMED BY (NAME/TILE)	5 EXPECTED OUTCOMES	6 EVALUATION MEASURE	7 ESTIMATED COMPLETION DATE

ATTACHMENT 5
Sample Budget Format

BUDGET

PERSONAL SERVICES

	<u>Salary Range</u> <u>Monthly/Hourly</u>	<u># Months</u> <u>or Hours</u>	<u>Percent</u> <u>of time</u>	<u>Total</u> <u>Amount</u>
Position Classification	\$_____ - \$_____	_____	_____	\$_____
Position Classification	\$_____ - \$_____	_____	_____	\$_____
Position Classification	\$_____ - \$_____	_____	_____	\$_____
Fringe Benefits (____%)				\$_____
TOTAL PERSONAL SERVICES				\$_____

OPERATING EXPENSES

Rent (\$____/sq. ft. x _____ sq. ft. x _____(time)	\$_____
Consultants (cost per hour/day & # of hours/days)	\$_____
Travel and per diem (Consultant)	\$_____
Travel and per diem (Staff)	\$_____
Telephone/FAX	\$_____
Postage	\$_____
Office Supplies	\$_____
Printing and Duplication	\$_____
Equipment (Rental, Use Allowance or Depreciation) (list type of equipment)	\$_____
Subcontractor	\$_____
TOTAL OPERATING EXPENSES	\$_____

TOTAL BUDGET **\$_____**

Note: Line items listed are samples only. Bidder is to list those personnel and operating expenses needed to support their proposal.

ATTACHMENT 6

Definitions

For the purposes of this RFP, the following definitions apply:

Administrative Services: The provision of services related to deliverables in the contract Scope of Work such as, human resources, budget, and procurement of materials, scheduling staff/consultants, making travel reservations, and report writing.

ADP: The California Department of Alcohol and Drug Programs.

Affected individual(s): A person(s) who is directly and negatively impacted by a problem gambler's behavior.

Alcohol and Other Drugs (AOD): Any beverage containing alcohol (such as beer, wine, and whiskey) and other drugs (legal and illicit). Also appears as ATOD when addressing tobacco as well as AOD.

Consultant: An individual whose level or area of expertise extends beyond that possessed by the Contractor's staff. The individual works for the Contractor and may deliver TA services on the Contractor's behalf.

Consultation: The provision of expert advice, guidance, or information through written correspondence, telephone conversations, or on-site assistance.

Consultant Pool: A group of consultants with diverse expertise in the area of problem and pathological gambling prevention.

Contractor: The successful bidder awarded a contract under this proposal to deliver TA services to the gambling industry and law enforcement agencies and manage a consultant pool.

Cultural/Linguistic Competence: A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. "Culture" refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. "Competence" implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.

Department: The California Department of Alcohol and Drug Programs.

Environmental Prevention: Establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of problem and pathological gambling in the general populations.

Employee Benefits: The Contractor's contribution to a retirement fund, insurance premiums for workers' compensation, and the Contractor's share of employees' health insurance.

Faith Community: Clergy/lay leaders of various denominations and religious belief.

For Cause: Shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract.

Generational Competence: A set of congruent behaviors, attributes, and policies that come together in a system, agency, or among professionals that enables effective work in generational situations. "Generational" refers to integrated patterns of human behavior that include language, thoughts, communications, actions, customs, beliefs, values, and institutions of various generations. "Competence" implies having the capacity to function effectively as an individual and an organization within the context of the generational beliefs, behaviors, and needs presented by consumers and their communities.

Logic Model: An analytical approach to planning effective prevention programs that outlines the specific problem(s) to be addressed, strategies to be used, expected outcomes, and the links between strategies and outcomes.

Office of Problem Gambling (OPG): The office in the Department of Alcohol and Drug Programs designated to address problem and pathological gambling in California.

On-Site: A site other than the Contractor's office such as recipient's location.

Outreach: Contacting/working with an individual or group to provide prevention and educational information through on-site assistance, the requestor's agency/facility, telephone conversations, written correspondence, the media, or by making presentations or establishing information booths at association meetings and conferences.

Pathological Gambling: Progressive mental disorder meeting the diagnostic criteria set forth by the American Psychiatric Association Diagnostics and Statistical Manual, Fourth Edition.

Personal Services: A category of expenditure, which includes such objects of expenditures as the payment of Contractor's salaries and wages of employees, and employee benefits, including the Contractor's contribution to a retirement fund, insurance premiums for workers' compensation, and the Contractor's share of employees' health insurance.

Prevention: A proactive process intended to promote and protect health and safety, and reduce or eliminate the need for remedial treatment of the physical, social, and emotional problems associated with problem and pathological gambling.

Problem Gambling: Participation in any form of gambling to the extent that it creates a negative consequence to the gambler, the gambler's family, place of employment, or community. This includes patterns of gambling and subsequent related behaviors that compromise, disrupt, or damage personal, family, educational, financial, or vocational interests. The problem gambler does not meet the diagnostic criteria for pathological gambling disorder.

Region/Counties: For purposes of this contract, California's counties shall be divided into:

Northern: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Mateo, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo, and Yuba.

Central: Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Joaquin, Santa Clara, Santa Cruz, Stanislaus, Tulare, and Tuolumne.

Southern: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.

Responsible Gambling Program: A program implemented by the gambling industry to promote responsible gambling techniques patrons may utilize to mitigate problem and pathological gambling behavior. Responsible Gambling Programs may include training of employees, responsible advertising campaigns, and Self-exclusion Programs.

Science-based Programs: Prevention programs whose effectiveness has been determined through the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to educational activities and programs. Science-based Programs includes research that

- Employs systematic, empirical methods that draw on observation or experiment
- Involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn
- Relies on measurements or observational methods that provide reliable and valid data across: evaluators and observers, multiple measurements and observations, and studies by the same or different investigators
- Is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with propitiate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls
- Ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings
- Has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review

Self-Exclusion Program: A program through which problem/pathological gamblers bar themselves from gambling in gaming/gambling establishments.

Specific Population Groups: For the purpose of this proposal are defined to include African-Americans, Asian and Pacific Islanders, Chicanos/Latinos, Native Americans, lesbian/gay/bi-sexual/transgender (LGBT), elderly, women, youth, and people with disabilities.

Training and Technical Assistance (TA): The provision of specialized services such as advice, guidance, consultation, coordination, instruction or training, and written materials to assist the problem and pathological gambling prevention field to better serve their community. It includes a range of programmatic and management issues related to problem gambling and related prevention strategies and activities, financial management, program design and administration, program evaluation, and policy development.

TA Hours: TA services hours provided by the Contractor, which includes provision of consultation, outreach and training events. TA hours do not include administrative services, preparation, or travel time to and from events.

Training Event: A body of knowledge or set of skills provided to a group of people in a structural way, usually involving curriculum or course outline with supporting materials.

Youth Development: The ongoing growth process in which all youth are engaged in attempting to:

- Meet their basic personal and social needs to be safe, feel cared for, be valued, be useful, and be spiritually grounded; and,
- Build skills and competencies that allow them to function and contribute in their daily lives, thereby preventing unhealthy behaviors and resulting in capable people.

ATTACHMENT 7
SAMPLE CONTRACT
EXHIBIT A
(Standard Agreement)

Note: The terms set forth in this Sample Contract, except for those provisions specific to the submission by the successful bidder, constitute the contractual provisions of the Agreement between the parties. The bidder shall prepare their bid expecting to comply with the terms and conditions herein. ADP RFP 10-06 is hereby incorporated by this reference and made a part hereof.

1. Overview

- A. This purpose of this contract is intended to provide Problem Gambling Technical Assistance (TA) and Training to gambling industry personnel and law enforcement agencies in the identification of problem and pathological gambling behavior as well as knowledge of referral services and treatment programs throughout California.
- B. The primary purpose of this contract will be to synthesize and translate state-of-the-art problem and pathological gambling science-based findings into effective TA services throughout California demonstrating:
 - 1) Knowledge of the gambling industry and responsible gambling programs,
 - 2) Familiarity with law enforcement agencies, and
 - 3) Cultural and linguistic competency.
- C. TA services shall also provide identification of early signs and symptoms of problem and pathological gambling and resources for education, prevention and treatment services. TA services will be promoted and provided to individuals and/or agencies/organizations on the basis of a needs assessment and a marketing plan developed as part of the contract.
- D. The desired outcome of these services is to effect a positive change in the development and implementation of problem and pathological gambling prevention, education, and treatment services programs within the communities impacted by problem and pathological gambling. Provision of these TA services will afford gambling industry and law enforcement agencies/personnel the practical ability to implement programs with a high degree of integrity and relevance. This contract will also provide TA services to the Office of Problem Gambling (OPG) within the Department of Alcohol and Drug Programs (ADP).

2. The services shall be performed throughout California.

3. The Representatives during the term of this Agreement will be:

STATE AGENCY	CONTRACTOR
Name:	Name:
Title:	Title:
Division:	Section/Unit
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Either party may make changes to the Representatives by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. **Contract Oversight**

- A. Contractor shall meet or confer with ADP's Contract Monitor at least once each month to review progress, formulate plans for the coming month, and discuss any difficulties or problems so that remedies can be developed as soon as possible.
- B. ADP's Contract Monitor or any authorized representative, has the right at any reasonable time to inspect, or otherwise evaluate, the work performed or being performed hereunder, including deliverables and subcontract supported activities, and the premises on which it is being performed. If any inspection, or evaluation, is made by ADP of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of ADP representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- C. ADP's Contract Monitor or any authorized representative may also attend any events (e.g. reviews and training events) funded through this contract.

5. **Key Personnel/Consultants**

- A. ADP reserves the right to approve in advance Contractor's key personnel, including consultants, to be assigned to this project, and to disapprove the continuing assignment of said key personnel provided under this Agreement. If any key personnel are unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall immediately offer substitute personnel for ADP approval. Key personnel are those assigned to perform under this contract, except those performing supporting activities (e.g. administrative assistance, secretarial, accounting, etc.)

- B. Contractor shall obtain prior written approval from ADP before utilizing consultants. A resume or vita shall accompany any request for consultant approval. If the consultant is approved by ADP, their resume or vita shall, by this reference become a part of this contract and be on file at ADP for public record. Consultants and their resumes submitted in the Contractor's proposal for this contract are a part of this contract by this reference and are on file at ADP for purposes of this paragraph.

6. **Subcontracts**

If subcontracting is permitted within this Agreement the following applies:

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between ADP and any subcontractors, and no subcontract shall relieve the Contractor of the Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to ADP for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- B. The Contractor's obligation to pay its subcontractors is an independent obligation from ADP's obligation to make payments to the Contractor. As a result, ADP shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- C. Subcontracts exceeding \$5,000 shall be competitive bid pursuant to a contracting process requiring three (3) bids. Contractor shall submit any subcontracts exceeding \$5,000 to ADP for written approval prior to implementation. Upon termination of any subcontract, ADP shall be notified in writing immediately.
- D. ADP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- E. Upon receipt of a written notice from ADP requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by ADP.
- F. Subcontracts of \$5,000 or more are subject to the prior review and written approval of ADP.
- G. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by ADP, make said copies available for approval, inspection, or audit.

- H. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this Agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by ADP to the Contractor.
- I. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- J. If this contract is a consulting service Agreement with ADP, the Contractor shall be required to supply budget detail for each subcontractor and/or each subcontracted activity under this Agreement.
 - 1) Budget detail format and submission requirements will be determined by ADP.
 - 2) Methods of including budget detail in this Agreement, if applicable, will be determined by ADP.
 - 3) Any subcontractor budget detail contained in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a amendment to this Agreement.
- K. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- L. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three (3) years after termination of (Agreement Number) and final payment from ADP, to permit ADP or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- M. Unless otherwise stipulated in writing by ADP, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

7. **Scope of Work Minor Adjustments**

Minor adjustments of the tasks to be performed by the Contractor and any required due dates, that are mutually agreeable to ADP and the contractor, may be made without formal amendment. Adjustment that materially changes the contract, including

changing the contract goals or objectives, or quantity and quality requirements, may not be made under this clause. Contractor shall provide a written request for the scope of work minor adjustment. The request shall contain a statement of the adjustment requested, a clear justification as to the need for the adjustment, and the adverse effects of not making the adjustment. If ADP agrees with the request, ADP's Contract Monitor and Contracts Manager shall approve and sign the justification and return a copy to the Contractor.

8. **Monthly Progress Reports**

Contractor must submit monthly, written progress reports, by the 15th of the following month, to ADP's Contract Monitor. The monthly report and itemized invoice shall correspond with your Project Work Plans including the clear identification of completed tasks and subtask, also to include information on monthly activities such as relevant data (statistical and anecdotal), problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems, etc. ADP's Contract Monitor may request that additional details be included in the monthly report. The monthly report must accompany the monthly itemized invoice for payment. Itemized invoices will not be processed until receipt of an acceptable corresponding monthly report.

9. **Final Report**

A. Contractor shall submit a final report to ADP describing contract services provided and outcome evaluation results to ADP no later than 30 days after the end of each 12-month contract period. Specific guidelines for writing the final report may be provided by ADP's Contract Monitor.

B. The final report shall be submitted on a CD-ROM in Microsoft Word.

10. **Optional Tasks**

In the future, the Contractor may be asked to complete optional tasks. Options for additional services under the contract may be exercised at the sole discretion of ADP. The tasks are as follows:

- A. **Task 1.** Provide the same services and deliverables for an additional year (year 4), if additional funding becomes available. Any 4th year total budget amount shall be no greater than the 3rd year budget amount. Also, the services, deliverables, and costs will be comparable to those provided in the 3rd year.
- B. **Task 2.** If the funds allocated under the 30 month term of the contract are not fully expended, and are still available for expenditure, continue providing services for up to 12 additional months or until the funds are fully expended, whichever is sooner. The services, deliverables, and costs will be comparable to those provided in the 3rd year.

ATTACHMENT 7
SAMPLE CONTRACT
EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, ADP agrees to pay the Contractor not more frequently than monthly in arrears, for actual expenditures incurred, upon receipt and approval of invoices.
- B. Invoices must be billed to ADP, signed by an authorized representative, and include:
 - 1) Agreement Number
 - 2) Invoice Number
 - 3) Time period covered (XX/XX/XXXX thru XX/XX/XXXX).
 - 4) Invoices must be of sufficient detail to allow ADP to readily identify the goods or services provided and their associated cost.
 - 5) Costs for Services completed for the current billing period shall be attached, clearly identified, and be in accordance with the contract budget line items.
- C. Submit invoices to ADP's Contract Monitor.
- D. ADP may request additional detail to support any cost stated on an invoice. Cost claimed on invoices must be consistent with activities and/or services rendered as detailed within the budget. Invoices will be carefully reviewed to ensure a direct link between activities and/or services and expenditures.
- E. See the Sample Invoice of this exhibit for an example of a recommended claim format. You may use this invoice or your organization's forms or letterhead to submit your claims.

2. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

3. **Method of Payment**

The method of payment to the Contractor will be actual cost. Contractor shall submit detailed invoices for the actual cost to support expenditures. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures incurred.

4. Ten Percent (10%) Withholding

- A. In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, 10 percent of each payment will be withheld until the end of each term of the contract. Such retained amount shall be held by ADP and only released to the Contractor upon ADP's staff determination that the Contractor has satisfactorily completed all of the required services or tasks for each project year.
- B. Upon satisfactory completion of the required services or tasks for each project year, Contractor shall submit a final invoice requesting reimbursement of the 10% withheld.
- C. See Final Invoice in this exhibit for an example of a recommended final claim format. You may use this invoice or your organization's forms or letterhead to submit your final claim.

5. Contract Budget

Expenditures relating to this project shall be in accordance with the budget, Exhibit B.

6. Minor Budget Reallocations (Informal)

Minor budget reallocations, without formal amendment, may be allowed subject to the State's review and approval. Such approval may only be given if the reallocation is for causes outside the bidders control and could not be reasonably foreseen at the time of the bid, and is subject to the follow limitations:

- A. Contractor shall submit a written justification of the need for any reallocations, along with an explanation of how the funds will be adjusted. Justifications must be approved by ADP's Contract Monitor and their immediate supervisor. The Contract Monitor will provide written notification of approval or disapproval to the Contractor. Upon approval, the signed justification will be placed in the contract file. ADP reserves the right to deny any reallocations. Minor budget reallocations that have the effect of changing any of the contract's Scope of Work, deliverables, objectives or methods will not be approved and will require a formal amendment.
- B. The budget format consists of personnel and operating expenses categories; and if applicable indirect and/or administrative cost categories, within these categories are line items.
- C. The Contractor's indirect or administrative cost percentage may be decreased but not increased.
- D. Funds may be moved between line items within categories or between categories up to \$15,000 dollars or 10% of the lowest budget category total, whichever is lower.
- E. Consultant and subcontractor line items may only be increased or decreased by

10% of their original amount.

- F. Line items may not be added or deleted under this provision.
- G. If the contract budget has been formally amended, minor reallocation amounts will be subject to the aforementioned limitations, applied to the amended budget amounts. It is further understood that in no event shall the maximum amount payable under this Agreement exceed the amount specified on the face sheet of this Agreement. If this contract contains more than one annual budget, funds may not be transferred between the budget years without a formal amendment. In addition, reallocations that would have the effect of reducing Contractor's Disabled Veteran Business Enterprise (DVBE) commitments may not be made (if applicable). Reallocations that exceed the above stated limits will require a formal amendment.

7. Budget Adjustments – Amendment Required

- A. Contractor may request formal amendment to this Agreement for changes to the budget that exceed the provisions of the Budget Revisions – No Amendment Required clause herein. Said request must include:
 - 1) A written statement of the adjustment requested;
 - 2) A detailed description of why the adjustment is necessary;
 - 3) How the need for the adjustment came about;
 - 4) Indicate the adverse effects of not approving the requested adjustment;
 - 5) Indicate other alternatives available; and,
 - 6) Include a revised budget with columns showing the original budget amounts, the adjustment(s), and the new amounts.
- B. A formal amendment requires all necessary reviews and written approvals in advance of the effective date of such requested changes. ADP reserves the right to deny any request to amend this Agreement.

8. Travel and Per Diem

Reimbursement for travel and per diem expenses from ADP under this Agreement shall, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA). If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior written authorization from ADP.

9. Authorization for Purchases Not Indexed In The Budget

- A. Prior authorization in writing by ADP will be required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$5,000 for any articles, supplies, or services or for any fee, or other payment, and for consultation costs exceeding \$350 per day, except for public utility services.

- B. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price.
- C. For purchases of any said articles, supplies, services or for consultant fees exceeding such minimum amount, three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. If other than the lowest bidder or a sole-source provider is selected, justification must be presented to ADP for prior approval.

10. Revenue Restrictions

Contractor agrees that any fees, refunds, rebates, credits, interest or other amounts accruing to or received by the Contractor under this Agreement shall:

- A. Be adequately documented as to their receipt and use. Such documentation shall be provided to ADP upon request.
- B. Be utilized to off-set project costs approved by the ADP in writing.
- C. Be paid by the Contractor to ADP, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by ADP under this Agreement, if not utilized to off-set project costs.

11. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, the Agreement shall be of no further force and effect. In this event, ADP shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, ADP shall have the option to either cancel this Agreement with no liability occurring to ADP, or offer an Agreement amendment to Contractor to reflect the reduced amount.

SAMPLE INVOICE

Billed To:
Dept. of Alcohol and Drug Programs
Attn: (Contract Monitor)
1700 K Street, __ Floor
Sacramento, CA 95811-4037
Contract Number: _____
See Invoice Instructions on next page

Contractor: _____

Invoice Period: _____

BUDGET LINE ITEMS (Must match approved contract)	BEGINNING BALANCE (1)	REVISIONS (2)	ADJUSTED BALANCE (3)	CURRENT EXPENSES (4)	ENDING BALANCE (5)
GRAND TOTAL					
LESS 10% WITHHOLD					
AMOUNT OF INVOICE					

FOR ADP USE ONLY

I hereby certify that all goods, services and required reports have been received pursuant to the contract.		
X		
CONTRACT MONITOR	DATE	
FUNDING INFORMATION FOR THIS INVOICE		
FEDERAL GRANT NAME AND AWARD YEAR		
STATE FISCAL YEAR		
INDEX	OBJECT	PCA

FOR CONTRACTOR'S USE

PLEASE USE BLUE INK FOR SIGNATURE
X
CONTRACTOR'S ORIGINAL SIGNATURE
DATE
CONTACT PERSON (PLEASE PRINT)
TELEPHONE NUMBER
EMAIL ADDRESS

INVOICE INSTRUCTIONS

1. **BUDGET LINE ITEMS:** Enter the line items exactly as budgeted in the approved contract.
2. **COLUMN (1) "BEGINNING BALANCE"** - Enter the Ending Balance, column (5), of the prior invoice. For the initial "Beginning Balance" enter line items exactly as budgeted in the approved contract.
3. **COLUMN (2) "REVISIONS"** – Use this column only if making revisions to the contract budget which are necessary to accommodate current expenses listed on invoice.
4. **NOTE:** Please read your contract to determine your budget revision limitations.
5. **COLUMN (3) "ADJUSTED BALANCE"** – Use this column only when column (2), Revisions, was used. Column (1) plus/minus column (2) = column (3).
6. **COLUMN (4) "CURRENT EXPENSES"** – Enter expenses to be claimed by this invoice. These amounts must not exceed the adjusted balances in column (3).
7. **COLUMN (5) "ENDING BALANCE"** – The amounts in this column are arrived at as follows:
 - A. Column (1) minus column (4) = column (5).
 - B. If a revision was made, column (3) minus column (4) = column (5).
8. **NOTE:** Column (5) becomes the Beginning Balance, column (1) on your next invoice.

FINAL INVOICE

Billed To:
Dept. of Alcohol and Drug Programs
Attn: Contract Monitor
1700 K Street, Floor____
Sacramento, CA 95811-4037

Contractor:

Contract #: _____

This is our claim for the 10 percent that has been withheld from our monthly invoices.

MONTH	AMOUNT
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
TOTAL	

Please pay this amount less any outstanding amounts owed to ADP.

FOR ADP USE ONLY

I hereby certify that all goods, services and required reports have been received pursuant to the contract.		
X		
CONTRACT MONITOR	DATE	
FUNDING INFORMATION FOR THIS INVOICE		
FEDERAL GRANT NAME AND AWARD YEAR		
STATE FISCAL YEAR		
INDEX	OBJECT	PCA

FOR CONTRACTOR'S USE

PLEASE USE BLUE INK FOR SIGNATURE		
X		
CONTRACTOR'S ORIGINAL SIGNATURE		
DATE:		
CONTACT PERSON (PLEASE PRINT)		
TELEPHONE #:		
EMAIL ADDRESS:		

ATTACHMENT 7
SAMPLE CONTRACT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Amendments

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the contract is binding on any of the parties.

2. Conflict of Interest

Contractor acknowledges that state laws on conflict of interests, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code, Section 1090, apply to this contract.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and if the contract is for an amount over \$5,000 (Public Contract Code, Section 10369).

4. Disputes

If Contractor believes that there is a dispute or grievance between Contractor and ADP arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Contract Monitor. If the issue cannot be resolved at this level, Contractor shall adhere to the following procedures:

- A. If the issue cannot be resolved informally with ADP's Contract Monitor, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's OPG Division Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within 10 working days of receipt of the written grievance report from the Contractor, the Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Division Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, listed below.
- B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from ADP's Contract Monitor. Contractor's letter of

appeal must be submitted within 10 working days of the receipt of the Program Services Division Deputy Director's written decision. The Chief Deputy Director shall, within 20 working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

4. HIPAA Provision

If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. ADP reserves the right to amend this Contract to assure compliance with HIPAA.

5. Right to Terminate or Suspend

A. **Termination without Cause:** ADP reserves the right to terminate this Agreement subject to a 30 days written notice to the Contractor. If ADP elects to terminate this Agreement, ADP agrees to reimburse the Contractor for all expenses and non-cancelable expenditures incurred prior to the date of said notice. Written notice of termination becomes effective on the date the notification is postmarked or email notification is sent.

B. **Termination for Cause:** ADP can terminate this Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet any terms, conditions, and/or responsibilities of the contract. Written notice of termination becomes effective on the date the notification is postmarked or email notification is sent.

C. **Right to Suspend:**

- 1) ADP has the right to suspend performance of this contract. The notification will be both verbal and in written form by either the ADP Contract Monitor or the ADP Contracts Manager. Initial details of the suspension will be provided in the written notification. Once the Contractor is notified that ADP is suspending the contract, all services and deliverables related to this contract will cease immediately.
- 2) Written notification with additional directions on how the suspension will proceed will be provided within 30 days of the initial notification. Any resumption of work will be at ADP's discretion. If the contract resumes, any changes to services, deliverables, and/or dates resulting from the contract suspension shall be at ADP's discretion.
- 3) If ADP elects to suspend this Agreement, ADP agrees to reimburse the Contractor for all expenses and non-cancelable expenditures incurred prior to the date of the suspension. The Contractor agrees to mitigate these expenses.

6. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

7. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8. Domestic Partners Act

Pursuant to Public Contract Code, Section 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a Contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

9. Nondiscrimination in Service, Benefits, and Facilities

- A. Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, sexual orientation, or disability as provided by state and federal laws.
- B. For the purpose of this contract, distinctions on the grounds of race, color, creed, national origin, sex, age, sexual orientation, or disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and, the assignment of times or places for the provision of services on the

basis of the race, color, creed, national origin, sex, age, sexual orientation, or disability of the participants to be served.

- C. Contractor will ensure that subcontracts provide services to intended beneficiaries without regard to race, color, national origin, sex, age, sexual orientation, or disability.
- D. Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, sexual orientation, or disability will be resolved by ADP pursuant to Title 9, California Code of Regulations Chapter 6, commencing with Section 10800.
- E. Contractor shall post, in a manner accessible to service participants, information of their rights including the right to file a complaint alleging discrimination or a violation of their civil rights with ADP.
- F. Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by persons with disabilities pursuant to 45 Code of Federal Regulations (CFR), Parts 84, Section 84.21 and 84.22 and 28 CFR, Part 35, commencing with Section 35.101.
- G. Contractor shall keep records, and at the request of ADP, submit all required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 CFR, Parts 80, 84 and 90, Section 80.6, 84.61, and 90.42 and 28 CFR, Part 35, commencing with Section 35.101.

10. Contract Product Review

- A. All contract products produced under this contract shall be produced according to the requirements as stated in the project work plans.
- B. Prior to release, ADP shall have the right to review products produced as a result of this contract and request changes to those products. Contractor shall use its best efforts to incorporate requested changes.

11. Contract Product Disclaimer/Credit Statements

- A. If requested by OPG, products, including published materials, reports, brochures, posters, videos, etc. developed or used as part of this contract, shall contain the following or similar disclaimer statement: "The opinions, findings, and conclusions herein stated are those of the authors and not necessarily those of the State of California, Department of Alcohol and Drug Programs, Office of Problem Gambling."
- B. All products produced under this contract shall clearly state "Funded by the California Office of Problem Gambling."

12. Subject Data

- A. **Subject Data.** As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- B. **State Rights.** Subject only to provisions of (C) below, the State of California may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract
- C. In the event the Contract calls for the development and creation of work protected under U.S. copyright law. The work produced under the Contract is a "work for hire" and the Contractor sells, assigns, and transfers to ADP the entire right, title and interest to the copyright in all work required as a deliverable under this Contract. This assignment to ADP includes any registrations and copyright applications, any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the material produced under this Contract. Contractor agrees and warrants:
- D. That all deliverables under this Contract do not violate any existing copyright or other third party right and, that to the best of Contractor's knowledge, the deliverables shall not and do not infringe rights owned by others;
- E. That, in the case of a multi-authored deliverable, Contractor shall obtain copyright assignment from all co-authors, in writing, and authorization to assign the copyright to ADP and that all co-authors have read and agreed to the above warranties;
- F. That all sub-contracts shall include the assignment of all copyright interests to ADP and that each sub-contractor shall warrant the Sub-contractor holds the complete and undivided copyright interest in all deliverables required under the sub-contract.
- G. Contractor also agrees to defend and indemnify ADP for any and all claims of copyright infringement concerning deliverables under this Contract.
- H. **Marking and Identification.** Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon Subject Data, and if such markings are affixed, the State of California shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. **Subcontractor Data.** Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use sections A, B, C, and D of this clause in the subcontract, without alteration, and no other clause shall be

used to enlarge or diminish the State of California's rights in that Subcontractor Subject Data.

- J. **Deferred Ordering and Delivery of Data.** The State of California shall have the right to order at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Contractor shall exercise its best efforts to prepare and deliver such data as is ordered.
- K. The State of California's right to use data delivered pursuant to this paragraph shall be the same as the right in Subject Data as provided in paragraph (B) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date of acceptance of such items. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustments or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State of California.

13. Contract Product Rights and Licenses

Contractor shall use its best efforts to secure all rights and licenses necessary for the creation, production or development of the products executed under this contract.

14. Publications Alternative Formats

- A. **American Disability Act (ADA):** In accordance with the California Government Code section 11135 and Title II, ADA federal statute 12131 requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability."
- B. **Limited English Proficiency (LEP):** Publications must be made available in other languages if requested by a person with limited English proficiency. Contractor is responsible for providing publications in alternative formats.

15. Confidentiality of Information

In performing work under this contract, Contractor shall take reasonable precautions to protect the confidentiality, integrity, and availability of State information assets (defined in SAM 4840.4). Contractor agrees to promptly report to the Department Information Security Officer or Chief Information Officer any significant information security vulnerability, threat, or breach known or suspected by the Contractor to exist.

16. Editorial Guidelines

Contractor shall use its best efforts to convey a positive message when writing or speaking about problem and pathological gambling. While the OPG understands there are many negative effects caused by gambling addiction, TA recipients should be aware that it is a treatable disease. Contractor shall not use derogatory terms or profanity while conducting TA events, doing so shows a lack of respect for individuals with gambling problems.

17. Audit Requirements

This Audit Requirements provision does not limit the right of the Department or the State to conduct a separate audit at its discretion, nor does it relieve the contractor from complying with the audit requirements of the General Terms and Conditions (GTC 610), that may be viewed at Internet site: www.ols.dgs.ca.gov/standard+language,.

The Contractor agrees to obtain one of the following audits, in accordance with the contractual or statutory requirements governing the amount or source of the funding:

1. If the Contractor expends \$500,000 or more in funds received from ADP from the total of all contracts or grants in its fiscal year, the Contractor agrees to obtain for that year a limited scope fiscal audit of all funds received from the Department. The audit will be conducted according to Generally Accepted Governmental Auditing Standards. The audit shall be completed by the 15th day of the 5th month after the close of the Contractor's fiscal year. This audit does not fulfill audit requirements of Paragraph 2, below.
2. If the Contractor expends \$500,000 or more in federal funds, Contractor agrees to obtain an audit in accordance with this paragraph. If the Contractor's expenditure of funds are normally included in its organization's annual compliance audit conducted according to the requirements specified in Office of Management and Budget (OMB) Circular A-133, entitled Audits of States, Local Governments, and Non-Profit Organizations, the Contractor agrees to continue to include funds expended as a result of this federally-funded contract in that audit. This audit shall be completed by the end of the 9th month following the end of the audit period. The requirements of this provision apply if:
 - c. The Contractor is a recipient expending federal awards received directly from any federal awarding agencies, or
 - d. The Contractor is a sub recipient expending federal awards received from a pass-through entity such as the State, County, or community-based organization.

This audit fulfills the requirements of Paragraph 1.

3. The cost of the required audit may be charged as a direct cost. The way the cost is charged must be consistent with the Contractor's policies, regulations, and procedures that apply to both federal funds and other activities of the Contractor.

If the audit is charged directly, the budget for each year must clearly identify funds set-aside for the audit.

4. Two copies of the final audit report shall be delivered to the ADP Contract Monitor within 30 days after the completion of the audit. The ADP Contract Monitor will forward a copy of the report to the ADP's Audit Services Branch.
5. If the contract period for any ADP federally funded contract will expire before the audit deadlines specified in Paragraphs (1) or (2), then that contract, for that year, may be excluded from an audit if the total expenditures under the expiring contract do not exceed the \$500,000 threshold for that fiscal year. However, funds expended under that contract in that year shall be used to determine the expenditure threshold for audits of other contracts. If the expenditures under the expiring contract do exceed the \$500,000 dollar threshold an audit will still be required as specified in Paragraphs (1) or (2).

18. Incorporated Request for Proposal Documents

This Agreement is comprised of the terms of this Standard Agreement (STD 213) including Exhibits and the following Request for Proposal (RFP) documents which are incorporated herein and made a part of this contract by this reference:

- A. Request for Proposal ADP-RFP 10-06 entitled: PROBLEM GAMBLING TECHNICAL ASSISTANCE AND TRAINING TO GAMBLING INDUSTRY PERSONNEL AND LAW ENFORCEMENT AGENCIES. This RFP is on file at ADP, Contracts Office.
- B. The Contractor's written proposal in response to the above named RFP. This proposal is on file at ADP's Contracts Office.

19. Order of Precedence

In the event that there are any inconsistencies and/or ambiguities between this contract and any incorporated documents, the following order of precedence shall be used to interpret the contract requirements.

- A. Applicable state and federal laws;
- B. The terms of the Standard Agreement (STD 213) including all exhibits and attachments;
- C. Request for Proposal ADP-RFP 10-06 entitled: PROBLEM GAMBLING TECHNICAL ASSISTANCE AND TRAINING TO GAMBLING INDUSTRY PERSONNEL AND LAW ENFORCEMENT AGENCIES ; and,

D. Contractor's response to the RFP.

ATTACHMENT 8

Travel and Subsistence Guidelines

The travel reimbursement program continues to be subject to Internal Revenue Service (IRS) requirements for an accountable plan. There are no flat rate reimbursements. All items claimed are to be for the ACTUAL AMOUNT OF EXPENSE up to the maximum allowed. If the provisions below do not require submission of a receipt for a given item of expense, it is the employee's responsibility to retain receipts and other records of the expense and have them available for audit.

Lodging and meals that are either provided by the State, included in hotel expenses, conference fees, or transportation costs such as airline tickets, or otherwise provided, shall not be claimed for reimbursement.

TRAVEL BY PERSONAL AUTOMOBILE: Up to .50 cents per mile

Where public transportation is not available or is available only with an undue loss of time, mileage for your personal automobile is allowed. Where automobile travel is an option and there is adequate public transportation, travel allowance will be made based on the cost of the lowest rail, bus, air fare available in lieu of the automobile mileage.

There is NO CHANGE in the meal and incidental rates. Employees may be reimbursed for their ACTUAL EXPENSES for breakfast, lunch, dinner, and incidentals for each 24 hours of travel as follows:

Breakfast up to	\$ 6.00
Incidentals up to	\$ 6.00
Lunch up to	\$10.00
Dinner up to	\$18.00

Note: Incidental expenses include, but are not limited to, expenses for laundering and pressing of clothing, and tips for services such as porters and baggage handlers. Incidentals do not include taxicab fares, lodging taxes, or the costs of telegrams or telephone calls.

LODGING RECEIPTS

All lodging reimbursements require a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt. Employees who stay with friends or relatives are not eligible for lodging reimbursement, but may claim their actual expenses for meals and incidentals.

SHORT-TERM TRAVEL TIME FRAMES

A. For continuous short-term travel of MORE than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each completed 24 hours of travel, beginning with the traveler's time of departure and return as follows:

1. On the first day of travel at the beginning of a trip of more than 24 hours:

Trip begins at or before 6AM - Breakfast may be claimed.

Trip begins at or before 11AM - Lunch may be claimed.

Trip begins at or before 5PM - Dinner may be claimed.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8AM - Breakfast may be claimed.

Trip ends at or after 2PM - Lunch may be claimed.

Trip ends at or after 7PM - Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

B. For continuous travel of LESS than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel Begins at or Before	Meal That May be Claimed
6AM and ends at or after 9AM	Breakfast
4PM and ends at or after 7PM	Dinner

C. If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

RECEIPTS

Receipts or vouchers shall be submitted for every item of expense of \$25 or more.

A. Receipts are required for every item of transportation and business expense incurred as a result of conducting state business except for ACTUAL EXPENSES as follows:

1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
 3. Telephone, telegraph, tax, or other business charges related to state business of \$5 or less.
 4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
- B. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

SHORT-TERM LODGING RATE

- A. Statewide, except as in (B) and (C) below, actual receipted lodging up to \$84 plus tax.
- B. When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.
- C. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

ATTACHMENT 9
DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

REQUIREMENT EXEMPTION: If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **NOT** need to complete Option #1 and Option #2 of this form, please initial and date here to indicate you are exempt from this requirement. _____

Initial Date

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 10

Commercially Useful Function Certification

Date: _____

Name of Bidder: _____

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all Small Businesses, Micro-Businesses and Disabled Veteran Business Enterprises to perform a “commercially useful function” in any contract they perform for the State.

A business that is performing a commercially useful function is one that does all of the following:

- 1) Is responsible for execution of a distinct element of the work of the contract
- 2) Carries out its obligation by actually performing, managing, or supervising the work involved
- 3) Performs work that is normal for its business, services and function
- 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the Commercially Useful Function requirement, using the Commercially Useful Function Certification
